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7

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 RASHIEM BOLDEN, SHANTAG
SCOTT,

11 Plaintiffs,

12 v.

13 CITYT OF MURRIETA, a public
14 entity; TRAVIS ALEXANDER, a
public employee; DOES 1-10,

15 Defendants.
16

Case No.: 5:22-cv-01550-JGB-SHK

**STIPULATED PROTECTIVE
ORDER**

17
18 1. A. PURPOSES AND LIMITATIONS

19 Discovery in this action is likely to involve production of confidential,
20 proprietary, or private information for which special protection from public
21 disclosure and from use for any purpose other than prosecuting this litigation may
22 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
23 enter the following Stipulated Protective Order. The parties acknowledge that this
24 Order does not confer blanket protections on all disclosures or responses to
25 discovery and that the protection it affords from public disclosure and use extends
26 only to the limited information or items that are entitled to confidential treatment
27 under the applicable legal principles. The parties further acknowledge, as set forth
28 in Section 12.3, below, that this Stipulated Protective Order does not entitle them

1 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
2 procedures that must be followed and the standards that will be applied when a
3 party seeks permission from the court to file material under seal.

4 B. GOOD CAUSE STATEMENT

5 This action involves allegations that defendants City of Murrieta, by and
6 through police officers including defendant Travis Alexander violated plaintiffs
7 Shantag Scott and Rashiem Bolden's Fourth Amendment and Fourteenth
8 Amendment rights by conducting a search of their apartment and taking their four
9 minor children into protective custody. It is further alleged that the City of
10 Murrieta failed to adequately train its officers. As a result, sensitive and private
11 information pertaining to the parties and the City of Murrieta may be disclosed in
12 discovery. Accordingly, to expedite the flow of information, to facilitate the
13 prompt resolution of disputes over confidentiality of discovery materials, to
14 adequately protect information the parties are entitled to keep confidential, to
15 ensure that the parties are permitted reasonable necessary uses of such material in
16 preparation for and in the conduct of trial, to address their handling at the end of
17 the litigation, and serve the ends of justice, a protective order for such information
18 is justified in this matter. It is the intent of the parties that information will not be
19 designated as confidential for tactical reasons and that nothing be so designated
20 without a good faith belief that it has been maintained in a confidential, non-public
21 manner, and there is good cause why it should not be part of the public record of
22 this case.

23 2. DEFINITIONS

24 2.1 Action: [this pending federal lawsuit].

25 2.2 Challenging Party: a Party or Non-Party that challenges the
26 designation of information or items under this Order.

27 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
28 how it is generated, stored or maintained) or tangible things that qualify for

1 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
2 the Good Cause Statement.

3 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
4 their support staff).

5 2.5 Designating Party: a Party or Non-Party that designates information
6 or items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL.”

8 2.6 Disclosure or Discovery Material: all items or information, regardless
9 of the medium or manner in which it is generated, stored, or maintained (including,
10 among other things, testimony, transcripts, and tangible things), that are produced
11 or generated in disclosures or responses to discovery in this matter.

12 2.7 Expert: a person with specialized knowledge or experience in a matter
13 pertinent to the litigation who has been retained by a Party or its counsel to serve
14 as an expert witness or as a consultant in this Action.

15 2.8 House Counsel: attorneys who are employees of a party to this
16 Action. House Counsel does not include Outside Counsel of Record or any other
17 outside counsel.

18 2.9 Non-Party: any natural person, partnership, corporation, association,
19 or other legal entity not named as a Party to this action.

20 2.10 Outside Counsel of Record: attorneys who are not employees of a
21 party to this Action but are retained to represent or advise a party to this Action
22 and have appeared in this Action on behalf of that party or are affiliated with a law
23 firm which has appeared on behalf of that party and includes support staff.

24 2.11 Party: any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and
26 their support staffs).

27 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
28 Discovery Material in this Action.

1 2.13 Professional Vendors: persons or entities that provide litigation
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits
3 or demonstrations, and organizing, storing, or retrieving data in any form or
4 medium) and their employees and subcontractors.

5 2.14 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL.”

7 2.15 Receiving Party: a Party that receives Disclosure or Discovery
8 Material from a Producing Party.

9 3. SCOPE

10 The protections conferred by this Stipulation and Order cover not only
11 Protected Material (as defined above), but also (1) any information copied or
12 extracted from Protected Material; (2) all copies, excerpts, summaries, or
13 compilations of Protected Material; and (3) any testimony, conversations, or
14 presentations by Parties or their Counsel that might reveal Protected Material.

15 Any use of Protected Material at trial shall be governed by the orders of the
16 trial judge. This Order does not govern the use of Protected Material at trial.

17 4. DURATION

18 Even after final disposition of this litigation, the confidentiality obligations
19 imposed by this Order shall remain in effect until a Designating Party agrees
20 otherwise in writing or a court order otherwise directs. Final disposition shall be
21 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
22 with or without prejudice; and (2) final judgment herein after the completion and
23 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
24 including the time limits for filing any motions or applications for extension of
25 time pursuant to applicable law.

26 5. DESIGNATING PROTECTED MATERIAL

27 5.1 Exercise of Restraint and Care in Designating Material for Protection.
28 Each Party or Non-Party that designates information or items for protection under

1 this Order must take care to limit any such designation to specific material that
2 qualifies under the appropriate standards. The Designating Party must designate
3 for protection only those parts of material, documents, items, or oral or written
4 communications that qualify so that other portions of the material, documents,
5 items, or communications for which protection is not warranted are not swept
6 unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized
7 designations are prohibited. Designations that are shown to be clearly unjustified
8 or that have been made for an improper purpose (e.g., to unnecessarily encumber
9 the case development process or to impose unnecessary expenses and burdens on
10 other parties) may expose the Designating Party to sanctions.

11 If it comes to a Designating Party's attention that information or items that
12 it designated for protection do not qualify for protection, that Designating Party
13 must promptly notify all other Parties that it is withdrawing the inapplicable
14 designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in
16 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for
18 protection under this Order must be clearly so designated before the material is
19 disclosed or produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic
22 documents, but excluding transcripts of depositions or other pretrial or trial
23 proceedings), that the Producing Party affix at a minimum, the legend
24 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
25 contains protected material. If only a portion or portions of the material on a page
26 qualifies for protection, the Producing Party also must clearly identify the
27 protected portion(s) (e.g., by making appropriate markings in the margins).

28 A Party or Non-Party that makes original documents available for

1 inspection need not designate them for protection until after the inspecting Party
 2 has indicated which documents it would like copied and produced. During the
 3 inspection and before the designation, all of the material made available for
 4 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
 5 identified the documents it wants copied and produced, the Producing Party must
 6 determine which documents, or portions thereof, qualify for protection under this
 7 Order. Then, before producing the specified documents, the Producing Party must
 8 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.
 9 If only a portion or portions of the material on a page qualifies for protection, the
 10 Producing Party also must clearly identify the protected portion(s) (e.g., by making
 11 appropriate markings in the margins).

12 (b) for testimony given in depositions that the Designating Party identify
 13 the Disclosure or Discovery Material on the record, before the close of the
 14 deposition all protected testimony.

15 (c) for information produced in some form other than documentary and
 16 for any other tangible items, that the Producing Party affix in a prominent place on
 17 the exterior of the container or containers in which the information is stored the
 18 legend “CONFIDENTIAL.” If only a portion or portions of the information
 19 warrants protection, the Producing Party, to the extent practicable, shall identify
 20 the protected portion(s).

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 22 failure to designate qualified information or items does not, standing alone, waive
 23 the Designating Party’s right to secure protection under this Order for such
 24 material. Upon timely correction of a designation, the Receiving Party must make
 25 reasonable efforts to assure that the material is treated in accordance with the
 26 provisions of this Order.

27 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

28 6.1 Timing of Challenges. Any Party or Non-Party may challenge a

1 designation of confidentiality at any time that is consistent with the Court's
2 scheduling Order.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
4 resolution process under Local Rule 37.1 et seq.

5 6.3 The burden of persuasion in any such challenge proceeding shall be
6 on the Designating Party. Frivolous challenges, and those made for an improper
7 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
8 parties) may expose the Challenging Party to sanctions. Unless the Designating
9 Party has waived or withdrawn the confidentiality designation, all parties shall
10 continue to afford the material in question the level of protection to which it is
11 entitled under the Producing Party's designation until the Court rules on the
12 challenge.

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that
15 is disclosed or produced by another Party or by a Non-Party in connection with
16 this Action only for prosecuting, defending, or attempting to settle this Action.
17 Such Protected Material may be disclosed only to the categories of persons and
18 under the conditions described in this Order. When the Action has been terminated,
19 a Receiving Party must comply with the provisions of section 13 below (FINAL
20 DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a
22 location and in a secure manner that ensures that access is limited to the persons
23 authorized under this Order.

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated
27 "CONFIDENTIAL" only to:

28 (a) the Receiving Party's Outside Counsel of Record in this Action, as

1 well as employees of said Outside Counsel of Record to whom it is reasonably
2 necessary to disclose the information for this Action;

3 (b) the officers, directors, and employees (including House Counsel) of
4 the Receiving Party to whom disclosure is reasonably necessary for this Action;

5 (c) Experts (as defined in this Order) of the Receiving Party to whom
6 disclosure is reasonably necessary for this Action and who have signed the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (d) the court and its personnel;

9 (e) court reporters and their staff;

10 (f) professional jury or trial consultants, mock jurors, and Professional
11 Vendors to whom disclosure is reasonably necessary for this Action and who have
12 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (g) the author or recipient of a document containing the information or a
14 custodian or other person who otherwise possessed or knew the information;

15 (h) during their depositions, witnesses, and attorneys for witnesses, in the
16 Action to whom disclosure is reasonably necessary provided: (1) the deposing
17 party requests that the witness sign the form attached as Exhibit 1 hereto; and
18 (2) they will not be permitted to keep any confidential information unless they sign
19 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
20 agreed by the Designating Party or ordered by the court. Pages of transcribed
21 deposition testimony or exhibits to depositions that reveal Protected Material may
22 be separately bound by the court reporter and may not be disclosed to anyone
23 except as permitted under this Stipulated Protective Order; and

24 (i) any mediator or settlement officer, and their supporting personnel,
25 mutually agreed upon by any of the parties engaged in settlement discussions.

26 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
27 IN OTHER LITIGATION

28 If a Party is served with a subpoena or a court order issued in other litigation

1 that compels disclosure of any information or items designated in this Action as
2 “CONFIDENTIAL,” that Party must:

3 (a) promptly notify in writing the Designating Party. Such notification
4 shall include a copy of the subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or order
6 to issue in the other litigation that some or all of the material covered by the
7 subpoena or order is subject to this Protective Order. Such notification shall
8 include a copy of this Stipulated Protective Order; and

9 (c) cooperate with respect to all reasonable procedures sought to be
10 pursued by the Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served
12 with the subpoena or court order shall not produce any information designated in
13 this action as “CONFIDENTIAL” before a determination by the court from which
14 the subpoena or order issued, unless the Party has obtained the Designating Party’s
15 permission. The Designating Party shall bear the burden and expense of seeking
16 protection in that court of its confidential material and nothing in these provisions
17 should be construed as authorizing or encouraging a Receiving Party in this Action
18 to disobey a lawful directive from another court.

19 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
20 PRODUCED IN THIS LITIGATION

21 (a) The terms of this Order are applicable to information produced by a
22 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
23 produced by Non-Parties in connection with this litigation is protected by the
24 remedies and relief provided by this Order. Nothing in these provisions should be
25 construed as prohibiting a Non-Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request, to
27 produce a Non-Party’s confidential information in its possession, and the Party is
28 subject to an agreement with the Non-Party not to produce the Non-Party’s

1 confidential information, then the Party shall:

2 (1) promptly notify in writing the Requesting Party and the Non-
3 Party that some or all of the information requested is subject to a confidentiality
4 agreement with a Non-Party;

5 (2) promptly provide the Non-Party with a copy of the Stipulated
6 Protective Order in this Action, the relevant discovery request(s), and a reasonably
7 specific description of the information requested; and

8 (3) make the information requested available for inspection by the
9 Non-Party, if requested.

10 (c) If the Non-Party fails to seek a protective order from this court within
11 14 days of receiving the notice and accompanying information, the Receiving
12 Party may produce the Non-Party's confidential information responsive to the
13 discovery request. If the Non-Party timely seeks a protective order, the Receiving
14 Party shall not produce any information in its possession or control that is subject
15 to the confidentiality agreement with the Non-Party before a determination by the
16 court. Absent a court order to the contrary, the Non-Party shall bear the burden
17 and expense of seeking protection in this court of its Protected Material.

18 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

19 If a Receiving Party learns that, by inadvertence or otherwise, it has
20 disclosed Protected Material to any person or in any circumstance not authorized
21 under this Stipulated Protective Order, the Receiving Party must immediately
22 (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use
23 its best efforts to retrieve all unauthorized copies of the Protected Material,
24 (c) inform the person or persons to whom unauthorized disclosures were made of
25 all the terms of this Order, and (d) request such person or persons to execute the
26 "Acknowledgment and Agreement to Be Bound" that is attached hereto as
27 Exhibit A.

28 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

1 PROTECTED MATERIAL

2 When a Producing Party gives notice to Receiving Parties that certain
3 inadvertently produced material is subject to a claim of privilege or other
4 protection, the obligations of the Receiving Parties are those set forth in Federal
5 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
6 whatever procedure may be established in an e-discovery order that provides for
7 production without prior privilege review. Pursuant to Federal Rule of Evidence
8 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
9 of a communication or information covered by the attorney-client privilege or
10 work product protection, the parties may incorporate their agreement in the
11 stipulated protective order submitted to the court.

12 12. MISCELLANEOUS

13 12.1 Right to Further Relief. Nothing in this Order abridges the right of
14 any person to seek its modification by the Court in the future.

15 12.2 Right to Assert Other Objections. By stipulating to the entry of this
16 Protective Order no Party waives any right it otherwise would have to object to
17 disclosing or producing any information or item on any ground not addressed in
18 this Stipulated Protective Order. Similarly, no Party waives any right to object on
19 any ground to use in evidence of any of the material covered by this Protective
20 Order.

21 12.3 Filing Protected Material. A Party that seeks to file under seal any
22 Protected Material must comply with Civil Local Rule 79-5. Protected Material
23 may only be filed under seal pursuant to a court order authorizing the sealing of
24 the specific Protected Material at issue. If a Party's request to file Protected
25 Material under seal is denied by the court, then the Receiving Party may file the
26 information in the public record unless otherwise instructed by the court.

27 13. FINAL DISPOSITION

28 After the final disposition of this Action, as defined in paragraph 4, within

60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: December 13, 2022_____

/s/ Greg W. Garrotto_____

Greg W. Garrotto, Esq. / Law Offices of Greg W. Garrotto

Attorneys for Plaintiffs Rashiem Bolden and Shantag Scott

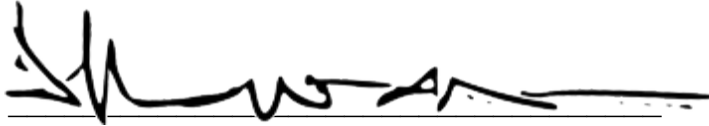
DATED: December 13, 2022_____

/s/ Kimberly R. Holtz_____

1 Mitchell D. Dean, Esq.; Kimberly R. Holtz, Esq. / Dean Gazzo Roistacher LLP
2 Attorneys for Defendant
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5 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

6 DATED: December 15, 2022

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9 Shashi H. Kewalramani

10 United States ~~District~~/Magistrate Judge
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of
 perjury that I have read in its entirety and understand the Stipulated Protective
 Order that was issued by the United States District Court for the Central District
 of California on _____ [date] in the case of *Rashiem Bolden, et al. v. City of*
Murrieta, et al., United States District Court Case No.
 5:22-cv-01550-JGB-SHK. I agree to comply with and to be bound by all the
 terms of this Stipulated Protective Order and I understand and acknowledge that
 failure to so comply could expose me to sanctions and punishment in the nature of
 contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Stipulated Protective Order to any person
 or entity except in strict compliance with the provisions of this Order. I further
 agree to submit to the jurisdiction of the United States District Court for the Central
 District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of
 this action. I hereby appoint _____ [print or type full
 name] of _____ [print or type full address and
 telephone number] as my California agent for service of process in connection
 with this action or any proceedings related to enforcement of this Stipulated
 Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____